

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE J	PAGE OF PAGES 1   6
2. AMENDMENT/MODIFICATION NO. 0001	3. EFFECTIVE DATE 19-Dec-2001	4. REQUISITION/PURCHASE REQ. NO. W26GLG-1323-0806	5. PROJECT NO.(If applicable)	
6. ISSUED BY CONTRACTING OFFICE (CA/CW) US ARMY ENGR DIST NORFOLK ATTN: CENAO-CT 803 FRONT STREET NORFOLK VA 23510-1096	CODE DACW65	7. ADMINISTERED BY (If other than item 6) CODE  <b>See Item 6</b>		
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)		X	9A. AMENDMENT OF SOLICITATION NO. DACW65-02-B-0001	
		X	9B. DATED (SEE ITEM 11) 07-Dec-2001	
			10A. MOD. OF CONTRACT/ORDER NO.	
			10B. DATED (SEE ITEM 13)	
CODE	FACILITY CODE			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS				
<input checked="" type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input checked="" type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning <u>1</u> copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.				
12. ACCOUNTING AND APPROPRIATION DATA (If required)				
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.				
A.THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.				
B.THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).				
C.THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:				
D.OTHER (Specify type of modification and authority)				
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.				
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Changes, Corrections  POC Susan Hurst 757-441-7747 757-441-7183 fax susan.i.hurst@usace.army.mil				
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.				
15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)		
15B. CONTRACTOR/OFFEROR  _____ (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA  BY _____ (Signature of Contracting Officer)	16C. DATE SIGNED  19-Dec-2001	

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

Changes in Section SF 30

1. 52.232-5001 Continuing Contracts. Insert \$800,000.00 for funds to be made available.
2. For clarification purposes, delete Specification Document pages 129 through 184. These pages were inadvertently printed and are duplicates of the actual pages that form a part of the contract documents

3. SECTION 01005:

Page 01005-1, in paragraph 1.1, change the next to last sentence of the paragraph to read as follows: "The Contractor shall not exceed a dredging depth to 8 feet below Corps of Engineers low water (CELW) as established by the Norfolk District."

4. SECTION 02881:

(1) Page 02881-1, delete paragraph 1.1 and substitute therefore the following new paragraph:

"1.1 PLANT

Plant and equipment employed on the dredging work shall be in satisfactory operating condition, capable of safely and efficiently performing the work as indicated or specified, and shall be subject to inspection and approval by the Government at all times. Equipment and machinery, including pipelines and supporting plant, shall be subject to inspection and approval by the Government and kept in good condition at all times. A complete listing of all dredging plant and machinery to be used in the work, including booster pumps, skiffs, barges, and other related equipment, shall be submitted. The listing shall include year and manufacturer, operational capacities, safety features, operating and licensing requirements for operators, and a description where and how the item of equipment or plant will be employed in the work. Equipment to be employed on the work shall be listed in the Progress Schedule with tasking and duration of duty where used on the work clearly shown in association with the estimated quantities of material to be removed and the construction time allowed in the contract. The Contractor is informed that plant to be employed in the work shall be inspected and approved by the Government to be sufficient to complete the scheduled work in accordance with the requirements of the contract and the Progress Schedule submitted by the Contractor. Once the approved dredge and respective plant starts working on the job, the dredge and respective plant shall not be removed from the job site and no reduction in their respective approved capacity will be allowed until the work has been completed and accepted in accordance with the requirements of the approved Progress Schedule, except by written permission of the Contracting Officer. The Contractor shall submit, as a part of the Work Plan and Quality Control Plan, the manufacturer's pump curve for each pump to be used during the project. This submittal shall be provided by the Contractor for the purpose of verifying his available plant capacity is sufficient to accomplish the scheduled work

in accordance with all contract requirements. The submittal shall include the dredge's main pump, and if applicable, the ladder pump and any booster pump(s) to be used on the contract. If a substitution of equipment occurs during the contract, the pump curve of the new pump(s) shall be submitted at the time of substitution and recorded in the Daily Report of Operations. Each pump curve submitted shall clearly designate the dredge name, contract number, pump function (main pump, ladder pump, or booster pumps) and pump size. The pump curves shall indicate each respective pump's performance (i.e., pump Hp, efficiency and rpm's) for water plotted against hydraulic head and discharge velocity and GPM's. All data provided must be accompanied with documentation verifying the pumps to be utilized in this work have provided this efficiency on previous work in conditions and for material to be removed similar to that to be accomplished for this contract. All floating plant and pipelines used as accessways or working platforms shall be equipped with walkways and guardrails conforming to Corps of Engineers Manual EM 385-1-1 and meet OSHA requirements for worker safety. All buoyant (plastic) dredge pipelines that are used on this contract shall be weighted or anchored securely to the bottom so that the pipeline will stay on the bottom, and marked with floats or buoys during daylight and amber lights during darkness to mark distinctly the entire length and course of the line.

(2) Page 02881-3, delete paragraph 3.1.2 and substitute therefore the following new paragraph:

#### “3.1.2 Beach Placement Area

The Contractor shall mark the placement area in the field with metal pipes driven a minimum of 2 feet below the existing sediment surface. Pipes shall be capable of withstanding the environmental conditions and construction activities for the duration of the work. The pipes shall protrude vertically up to minimum elevation of +8 feet above CELW, shall have a rubber safety cap on the top and shall be painted bright orange. The pipes shall be placed every 100 feet along the beach placement area at both the mean high water line and the channelward limit of the beach berm. The Contractor shall have a licensed engineer or surveyor mark the +4 and +6 feet above CELW elevations on each of the pipes. The Contractor shall place all material dredged between station 44+00 and 80+00 onto the beach placement area. Placement of the material shall commence at the Southern end of the placement area and proceed North constructing the required berm until the dredging of the outer channel is completed. The Contractor shall employ a diffuser or similar apparatus on the end of the pipeline which will allow the material to be placed on the beach without eroding the existing sand. The Contractor shall only use low ground pressure equipment on the beach not weighing greater than 4,000 pounds. The Contractor shall ensure that the material is placed on the beach in a lift not to exceed one foot, measured vertically, above the existing beach material elevation for the area lying between the mean high water line and the landward limits of the placement area. The Contractor shall take all steps necessary to minimize human activity of the beach during construction.”

## Changes in Section 00800

The following clauses which are incorporated by full text have been added or modified:

## 52.232-5001 CONTINUING CONTRACTS (MAR 1995)--EFARS

(a) This is a continuing contract, as authorized by Section 10 of the River and Harbor Act of September 22, 1922 (33 U.S. Code 621). The payment of some portion of the contract price is dependent upon reservations of funds from future appropriations, and from future contribution to the project having one or more non-federal project sponsors. The responsibilities of the Government are limited by this clause notwithstanding any contrary provision of the "Payments to Contractor" clause or any other clause of this contract.

(b) The sum of 800,000.00 has been reserved for this contract and is available for payments to the contractor during the current fiscal year. It is expected that Congress will make appropriations for future fiscal years from which additional funds together with funds provided by one or more non-federal project sponsors will be reserved for this contract.

(c) Failure to make payments in excess of the amount currently reserved, or that may be reserved from time to time, shall not entitle the contractor to a price adjustment under the terms of this contract except as specifically provided in paragraphs (f) and (i) below. No such failure shall constitute a breach of this contract, except that this provision shall not bar a breach-of-contract action if an amount finally determined to be due as a termination allowance remains unpaid for one year due solely to a failure to reserve sufficient additional funds therefore.

(d) The Government may at any time reserve additional funds for payments under the contract if there are funds available for such purpose. The contracting officer will promptly notify the contractor of any additional funds reserved for the contract by issuing an administrative modification to the contract.

(e) If earnings will be such that funds reserved for the contract will be exhausted before the end of any fiscal year, the contractor shall give written notice to the contracting officer of the estimated date of exhaustion and the amount of additional funds which will be needed to meet payments due or to become due under the contract during that fiscal year. This notice shall be given not less than 45 nor more than 60 days prior to the estimated date of exhaustion.

(f) No payments will be made after exhaustion of funds except to the extent that additional funds are reserved for the contract. The contractor shall be entitled to simple interest on any payment that the contracting officer determines was actually earned under the terms of the contract and would have been made except for exhaustion of funds. Interest shall be computed from the time such payment would otherwise have been made until actually or constructively made, and shall be at the rate established by the Secretary of the Treasury pursuant to Public Law 92-41, 85 STAT 97, as in effect on the first day of the delay in such payment.

(g) Any suspension, delay, or interruption of work arising from exhaustion or anticipated exhaustion of funds shall not constitute a breach of this contract and shall not entitle the contractor to any price adjustment under the "Suspension of Work" clause or in any other manner under this contract.

(h) An equitable adjustment in performance time shall be made for any increase in the time required for performance of any part of the work arising from exhaustion of funds or the reasonable anticipation of exhaustion of funds.

(i) If, upon the expiration of sixty (60) days after the beginning of the fiscal year following an exhaustion of funds, the Government has failed to reserve sufficient additional funds to cover payments otherwise due, the contractor, by written notice delivered to the contracting officer at any time before such additional funds are reserved, may elect to treat his right to proceed with the work as having been terminated. Such a termination shall be considered a termination for the convenience of the Government.

(j) If at any time it becomes apparent that the funds reserved for any fiscal year are in excess of the funds required to meet all payments due or to become due the contractor because of work performed and to be performed under the contract during the fiscal year, the Government reserves the right, after notice to the contractor, to reduce said reservation by the amount of such excess.

(End of clause)

